

**DEPARTMENT OF THE NAVY
BUREAU OF NAVAL PERSONNEL
WASHINGTON, D.C. 20370-5000**

IN REPLY REFER TO

BUPERSINST 1710.18
Pers-651
03 FEB 1993

BUPERS INSTRUCTION 1710.18

From: Chief of Naval Personnel

Subj: NAVY RECREATION SAILING PROGRAM

Ref: (a) CNETINST 1520.10E Professional Seamanship Training
and the Navy Sail Training Program
(b) BUPERSINST 1710.11B Navy Recreation Program Operational
Policies
(c) NAVMILPERSCOMINST 5890.1 Navy Risk Management Manual
(d) NAVCOMPT Manual, Vol VII, Sec 075500
(e) USN Offshore Sail Training Manual (CNET P 1552/1)
(f) USN Basic Sailing Curriculum (CNET P 1552)
(g) USN Inshore Sail Training Manual (CNET P 1552/7A)
(h) USN Programmed Instructions for Basic Sail Training
(CNET P 1552/6/14/15A)
(i) USN Qualification Record Book (CNET P 1552/2A)
(j) USN Junior Sailing Syllabus (CNET P 1552/9)
(k) USN Boardsailing Instructor's Guide (CNET P 1552/12A)
(l) USN Boardsailing Training Manual and Log (CNET
P 1552/13A)
(m) Additional Qualification Designator Record Card (CNET
P 1552/20)

Encl: (1) Program Operation
(2) Standard Sailing Qualification Criteria
(3) Guidance for Operation of Recreation Sailing Programs
(4) Boat and Equipment Rental Agreement
(5) Boat Mooring and Storage Agreement
(6) Agreement for Services of Volunteer Sailing
Instructor

1. Purpose. To provide policy and guidance for the operation of the Recreational Sailing Program, to ensure safety and promote quality sailing programs at naval installations and afloat units per references (a) through (m). This instruction is a complete revision and should be reviewed in its entirety.

2. Cancellation. NAVMILPERSCOMINST 1710.5.

3. Policy and Scope. Navy policy is to provide naval personnel and their family members with programs which will effectively contribute to their morale and well-being as well as contribute to the Navy's primary mission. Official Navy sailing policy, as delineated in reference (a), is to provide basic sailing skills to every line officer, with the expectation that these officers will continue their mastery of recreational sailing. It is

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desirable to introduce basic sailing skills to all enlisted personnel and, where possible, provide on-going recreational sailing opportunities for all eligible patrons of Morale, Welfare, and Recreation (MWR) programs. Recreational sailing has been recognized by the Chief of Naval Operations (CNO) as directly contributing to the acquisition and maintenance of seamanship skills. Consequently, the existence of a recreational sailing fleet, wherever feasible, now assumes an importance beyond its recreational value. Enclosures (1) through (6) provide additional guidance on program operations and training qualifications.

4. Responsibilities

a. Chief of Naval Personnel (Pers-65) shall:

(1) Develop and provide guidance concerning general operation of recreational sailing programs.

(2) Monitor operations and provide technical assistance to commands.

(3) Provide administrative support to the Director of Navy Sailing (DONS) for Navy Recreational Sailing Program.

(4) Conduct annual sailing championships in single handed boat classes.

b. Commanding officers shall:

(1) Survey surrounding communities and assess the need for Navy operated recreational sailing programs.

(2) Be responsible for administration and operation of recreational sailing programs for the installation on which sailing facilities and equipment are maintained.

(3) Be responsible for procurement; operation and maintenance of sailing craft and support facilities; training qualification; and monitoring and approving activities of any United States Naval Sailing Association (USNSA) branch or other sponsored sailing club.

(4) Assure compliance with established Navy policy and standards.

(5) Establish local policies governing day-to-day operations.

(6) Authorize in writing and oversee all sailing-related private organizations and clubs operating on base to ensure compliance with references (a), (b), (c), and (d).

c. Director of Navy Sailing (DONS) shall:

(1) Serve as the officer responsible for the coordination of the overall Navy sailing program, excluding the Naval Academy.

(2) Serve as the principal staff officer for the Chief of Naval Personnel (Pers-65) providing technical advice/support for the Recreational Sailing Program.

(3) Provide instructional and qualification material upon request and coordinate procurement of sailing craft and equipment to obtain the lowest possible price.

5. Action. Commanding officers shall ensure compliance with the requirements set forth in this instruction.

6. Forms. The following forms may be obtained from the Bureau of Naval Personnel Detachment, Morale, Welfare and Recreation Training Unit (MWRTU), DSN 326-3821 or commercial (301) 826-3821:

NAVPERS 1710/9 (2-93), Boat and Equipment Rental Agreement.

NAVPERS 1710/10 (2-93), Boat Mooring and Storage Agreement.

NAVPERS 1710/13 (2-93), Agreement for Services of Volunteer Sailing Instructor.

Distribution:
(See next page)

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Distribution:
Commanding Officers Administering MWR Activities.

Copy to:
SNDL A2A (OCNR)
 A3 (CNO)
 21A (Fleet Commanders in Chief)
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 FKA1G (COMNAVSEASYSYSCOM)
 FT1 (CNET)
 Navy MWR Marina Managers

Stocked:
Bureau of Naval Personnel (Pers-651) (300 copies)

PROGRAM OPERATION

1. Program Development. In determining the feasibility of a recreational sailing program, all assets should be considered and the environment carefully studied. The Director of Navy Sailing (DONS) will provide study support upon request. A vigorous instructional program is required because of the length of duty assignments of most active duty patrons. The material contained in this enclosure will be used as guidance to operate such a program. All MWR sailing programs will recognize the qualifications established in enclosure (2).

2. Operation Procedures

a. Where established, recreational sailing will be an element of the overall recreation program. Basic and advanced instruction in sailing skills, using references (e) through (m), should be offered to encourage maximum program participation.

b. The primary responsibility of sailing clubs or branches of the United States Naval Sailing Association (USNSA) is to provide volunteer instructors, assist with competitions, and act as a liaison with other civilian and Navy sailing activities. These clubs act as an advisory group to assist in development of the overall Navy sailing program and should be available to advise the commanding officer, through the marina manager and MWR director, on matters relating to the sailing program.

c. The United States Naval Sailing Foundation (USNSF) maintains vessels which are chartered to MWR activities as public vessels to support and facilitate sail training programs.

d. The DONS has been established to provide commanding officers with a central point of contact for advice and technical expertise regarding the Recreational Sailing Program. Direct liaison is encouraged.

3. Eligibility. Active duty military, family members, retirees, DOD civilians, and other authorized patrons as specified in reference (b) are authorized to participate in recreational programs.

4. Funding. Appropriated fund support is authorized as specified in reference (d). Such support should be used to the maximum extent authorized. Financial support from MWR non-appropriated appropriated funds (NAF) for recreational sailing is authorized. Limited NAF recreation subsidy is authorized if necessary to ensure fees and

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charges are maintained at a reasonable level to encourage maximum participation.

5. Insurance. This section sets forth uniform legal procedures and guidelines that must be followed by all commanding officers in administering Navy recreation sailing programs that are financially supported in whole or part by MWR NAF.

a. Admiralty Claims. In general, all incidents involving waterborne recreational boating and sailing vessels and harborages are within the purview of admiralty law. The Judge Advocate General of the Navy (Code NJAG-31) issues policies and procedures for processing and adjudicating all admiralty claims in the Navy. The provisions set forth in the Manual of the Judge Advocate General (JAGINST 5800.7C), Chapter XII, shall apply in all cases of potential governmental liability arising out of waterborne boating and harborages.

b. Contracts and Agreements. The provisions of the contracts and agreements as set forth in enclosures (4), (5), and (6) shall be the minimum used by all commands responsible for recreational boating and sailing facilities financially supported in whole or part by MWR NAF. These agreements cover boat mooring and storage, boat and equipment rental to patrons, and volunteer sailing instructors. The purpose of these agreements is to record and acknowledge the rights and liabilities of all patrons, instructors, crews, and guests using MWR or other recreational boats and sailing facilities.

c. Installation Commander. Commanding officers administering Navy recreational boating and sailing vessels and facilities shall:

(1) Assure the use of the provisions of the contracts and agreements contained in enclosures (4), (5), and (6). These agreements shall be used by naval activities for rentals of mooring and storage spaces, boat and equipment rentals, and for the use of voluntary sailing instruction, where such activities receive any financial or other support from the MWR NAF under the program managership of Bureau of Naval Personnel (BUPERS) (Pers-65).

(2) Report any incident which may potentially result in an admiralty claim according to the provisions of Chapter XII of the JAG Manual. Questions concerning these matters should be directed to the Admiralty Division, Office of the Judge Advocate General at (703) 325-9744 or DSN 221-9744.

(3) Be responsible for thorough investigation of any admiralty claim arising from recreational boating and sailing vessels or activities. Authority to negotiate settlement of admiralty claims is vested in the Judge Advocate General and the United States Attorney. Sailing clubs and sailing associations should not conduct their own investigations in cases which may give rise to admiralty claims against BUPERS (Pers-65) central NAF. Results of any investigation must be forwarded to the Admiralty Division of the Judge Advocate General via the commanding officer and chain of command. Investigation results must not contain any opinions of liability and offers of settlement. Investigations should be confined strictly to fact finding, and labeled "For Official Use Only."

(4) Publish local operating procedures, rules, and regulations applicable to the recreational boating and sailing program, and ensure that local instructions or notices are not in conflict with any of the provisions within this instruction.

(5) Refrain from solicitation, acceptance, or use of privately-owned boats. (The Navy recreation program is self-insured and there are no provisions for extension of insurance coverage to privately-owned boats. The Navy will neither protect nor defend owners of such vessel(s) in any claim, admiralty or otherwise. USNSF-owned craft may be chartered to MWR activities and operated as a "public vessel" under the terms of a charter agreement.)

(6) Identify and report any MWR-maintained vessels over 25 feet in length to BUPERS (Pers-651) by written memorandum to include: (1) acquisition source/date, (2) make/model/year, and (3) function as an MWR vessel (e.g., sail training, charter, fishing). In addition, installations must identify and report any vessels qualifying as NAVSEA Servicecraft and Boat Accounting Report (SABAR) boats. These are public vessels having the same status as a utility boat assigned to a Naval Station Operations Department. They may have been purchased with appropriated funds, donated, chartered from USNSF, or transferred to the Navy from another activity, (e.g., the Drug Enforcement Agency). Installation commanders are advised that SABAR boats are typically obtained for "training" purposes and may be delegated to MWR departments for operational control.

STANDARD SAILING QUALIFICATION CRITERIA

1. Levels of Sailing Qualification

a. Inshore

(1) Mate "A". Minimum qualification to crew on small sailing craft. Is used in most locations as a "learning skipper" permit for sailing in the local area in permissive conditions.

(2) Skipper "B" - Keel Boat. Keel boat certified skipper. Experienced in ballasted daysailor/cruisers which normally require two or more persons to sail the craft.

(3) Skipper "B" - Centerboard. Centerboard certified skipper. Experienced in light sailing craft which rely on crew weight for stability, and qualified in capsize recovery procedures.

(4) Skipper "B" - Advanced Skipper. Centerboard and keel boat certified skipper. Experienced in more technically advanced small boats, usually with axillary motor and more specialized rigging and equipment than a daysailor.

(5) Racing Skipper "C". Qualified "B" skipper (keel or centerboard) who also has a thorough theoretical and practical knowledge of yacht racing rules and techniques, plus race experience.

b. Windsurfing

(1) Windsurfer Class "A". The minimum qualification awarded to the windsurfer who possesses the knowledge and afloat skills to sail safely in company in light airs (4-6 knots), but without direct supervision on enclosed waters.

(2) Windsurfer Class "B". An intermediate qualification awarded to the windsurfer who possesses the knowledge and afloat skills to sail safely in company in a minimum windspeed of 7-10 knots without direct supervision on open waters.

(3) Windsurfer Class "C". An advanced inland qualification awarded to the windsurfer who possesses the knowledge and afloat skills to sail safely in company and in windspeeds of at least 10 knots on inland waters. This is the minimum sailing qualification required for an inland windsurfing instructor.

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(4) Windsurfer Class "D". An advanced, open sea qualification awarded to the windsurfer who possesses the knowledge and afloat skills to sail safely in company in wind speeds of at least 15 knots on open water. This is the minimum sailing qualification for an open sea windsurfing instructor.

c. Offshore

(1) Crewman. The minimum offshore qualification achieved after participation in a minimum of six "day-cruises" (no less than 12 hours under sail), with knowledge of practical requirements to crew aboard a large (over 25 feet) sailing yacht.

(2) Watch Captain. The intermediate qualification achieved after participation in a minimum of eight "day-cruises" (at least 16 hours under sail) and three "night-cruises" (at least 6 hours under sail), with practical knowledge to supervise operations aboard a large (over 25 feet) sailing yacht. This level requires the completion of the offshore crewman and watch captain Personnel Qualification Standards (PQS) as a prerequisite [reference (e)]. The award of local qualifications for coastal or local waters, without celestial knowledge, is encouraged as an interim qualification.

(3) Senior Skipper "D". Qualified to command a large (over 25 feet) sailing yacht in offshore waters, night and day. This level requires the completion of the offshore Senior Skipper Personnel Qualification Standards (PQS) as a prerequisite [reference (b)]. The award of local qualifications for coastal or local waters is encouraged as an interim qualification.

(4) Master Skipper "E". Qualified to command and race a large sailing yacht offshore under all conditions. This level requires the completion of the Senior Skipper PQS as a prerequisite, supplemented by significant offshore sailing or racing experience.

(5) Master of Ocean Sailing "Q". Honorary title based on long term offshore experience.

2. Details of Qualification Requirements. Each level shall normally include the requirements of all subordinate levels.

a. Inshore

(1) Mate. Fulfill present military requirement as swimmer 3rd class. Successfully complete the examination provided in reference (h), or its equivalent. Demonstrate the ability to rig, get underway, sail in figure eight, retrieve a man-overboard training device, moor and unrig the boat at a basic level. Perform as a crewman for each maneuver described.

(2) Skipper. Demonstrates the ability to perform all evolutions connected with operation of the boat with skill, including capsize drill for centerboard boats. Demonstrates a working knowledge of the rules of the road and administrative requirements. Sail as helmsman for a minimum of 6 hours after achievement of Mate level. Successfully completes an oral or written examination on nomenclature, normal and emergency procedure, weather conditions in the local area, areas of hazard, and the finer points of sail trim and balance (at an intermediate level). Certification process is administered by a locally designated instructor.

(3) Racing Skipper. Successfully completes a locally administered comprehensive examination on the racing rules. Demonstrates a working knowledge of those rules of the race course, together with the mastery of the special skills involved in racing in close quarters and the use of spinnakers and other light sails as appropriate, according to reference (g).

b. Windsurfing

(1) Windsurfer Class "A". Successfully complete the PQS requirements for basic certification as identified in reference (1).

(2) Windsurfer Class "B". Successfully complete the PQS requirements for intermediate qualification as identified in reference (1).

(3) Windsurfer Class "C" (Advanced Inland). Complete the PQS requirements as identified in reference (1). This is the minimum requirement for an inland windsurfing instructor.

(4) Windsurfer Class "D" (Advanced Open-Sea). Complete the PQS requirements outlined in reference (1). This is the minimum requirement for an "Open Sea" windsurfing instructor, combined with the knowledge and practical ability of qualifications "A" through "C" as a prerequisite.

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c. Offshore

(1) Crewman. Complete the PQS requirements of reference (e). Participate in at least six cruises, at least 12 hours under sail.

(2) Watch Captain. Complete the PQS requirements of reference (e). Participate in at least eight day cruises, at least 16 hours under sail, and three night cruises, at least 6 hours under sail.

(3) Senior Skipper

(a) Complete or validate the PQS material of reference (e). A comprehensive examination is available through the DONS upon request. A Senior Skipper or Master Skipper must certify the completion of the PQS material, and provide a recommendation for the candidate based on personal observation.

(b) Where the procedure outlined above is impractical, a candidate may submit a written request to the DONS for an examination, outlining in detail his or her entire sailing experience. In this situation, DONS will appoint an examiner, who will conduct a verbal pre-screening and an on-water observation of skills prior to administering the examination.

(c) The examination will be graded by the DONS and all sections must be passed with the minimum grade of 70, except for rules of the road and celestial navigation where a minimum grade of 90 is required. No validation waivers will be granted. Where a candidate has passed a majority of sections, but not all, a re-examination of the failed section(s) will be allowed, but must be taken within 6 months from the date the original examination is graded. All re-examination sections must be passed.

(d) When a candidate has failed a majority of sections on the original examination, or when 6 months has elapsed since the grading of the original examination, the candidate will be required to re-take the entire examination. In this case, the pre-qualification procedures must be repeated.

(e) Upon a candidate's successful completion of the examination, the DONS will issue a letter so advising the candidate, and issue a Chief of Naval Education and Training (CNET) qualification certificate and Senior Skipper Log Book. A copy of the letter will be sent to the candidate's examiner and, in the case of military members, the candidate's commanding officer. DONS will also provide Additional Qualification Designation (AQD) data to BUPERS for entry into the permanent service record of the military member.

(f) The award of local qualification for specified coastal or bay waters is encouraged as an interim qualification, and can be awarded by the local commanding officer or other official designated by the commanding officer (e.g., Branch Commodore/Sailing Master).

(g) A candidate who has extensive experience in the offshore environment may request direct designation as Senior Skipper. Such direct designation will be considered on a case-by-case basis, and made at the sole discretion of the DONS after proper consultation with those sailing authorities having direct knowledge of the candidate's experience and skill.

(4) Master Skipper. In addition to attaining qualification as Senior Skipper as outlined above, a candidate must serve as a senior skipper/watch captain for a minimum of two major ocean races/cruises totalling at least 1000 miles offshore, and be recommended by the Master Skipper in charge. Upon receipt of these recommendations, the DONS will issue the CNET qualification certificate for Master Skipper, and will provide AQD data to BUPERS for entry into the permanent service record of the military member.

(5) Master of Ocean Sailing "Q". Designated solely by the DONS according to reference (a).

3. Availability of Training Materials. The DONS is the source of training materials for the Navy Sailing Program, including references (e) through (m) and other materials as they become available. Commands may obtain these materials through direct liaison with the DONS. All commands are required to use CNET provided training materials to ensure Navy-wide standardization of qualifications.

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4. Instructors. Commanding officers must ascertain to their own satisfaction that instructors in their sailing program are qualified and competent. Instructors do not have to be active duty Navy personnel. The USNSA branches can assist in creating a nucleus of competent sailing instructors. Red Cross certification for instructors is not required. Instructor certification by the United States Sailing Association (USSA) is strongly encouraged and is widely available. Information on certification may be obtained either directly from USSA or from the DONS.

5. Waivers. Commanding officers or their designated representatives may waive specific requirements of the inshore ratings at their discretion based on the past experience of the candidate. Commanding officers may also issue local qualifications for the use of offshore-capable boats. Waivers for the offshore ratings will not be granted.

6. Disqualification. If commanding officers find that qualified skippers should be reduced in rating, they may do so at their discretion in the case of inshore ratings. For offshore ratings, commanding officers may withhold skipper privileges while a recommendation for disqualification is submitted to the DONS for final determination.

7. Certification. Reference (i) is the standard qualification record book. Its use is mandatory for all Navy sailing programs to ensure Navy-wide standardization of qualifications. These books are available from the DONS at no charge.

GUIDANCE FOR OPERATION OF RECREATION SAILING PROGRAMS

1. The following guidance was developed to assist commanding officers in providing a comprehensive sailing program.

a. Relationship with the USNSA Branch. Most recreational programs find that sailing clubs provide qualified sailing instructors through a sizable pool of volunteers. Regular membership, with nominal dues, should be available for those who wish to join the social and competitive activities of the sailing club. For competitive events, which are sponsored by the sailing club, an entry fee is appropriate for non-members. At some locations, sailing clubs provide operational support such as boat or fleet captains who coordinate volunteer maintenance on recreational boats. In exchange, these volunteers can be credited with complimentary or reduced fees for sailing time. Day-to-day operation of the sailing activity should remain firmly within the cognizance of the MWR director, with the volunteer USNSA branch providing advisory support. Where clubs provide instruction, commanding officers should also ensure that sailing club instructors complete the training expeditiously so active duty personnel on fleet or squadron duty can achieve qualification. Basic sail training should be just that--only enough to get the student safely on the water in the local area under restricted conditions. Reference (h) is the basic Navy sailing curriculum and must be followed for all sailing programs.

b. Relationship with Navy Reserve Officer Training Corps (NROTC) Units and the Fleet. In some cases, use of recreational equipment for fleet and NROTC training may be more efficient than creation of another fleet of small boats. Such use must be the subject of a written agreement for services if appropriated funds are used to pay for rentals. Also, such use must be on a non-interference basis. Arranging recreational equipment use outside of peak hours should not adversely affect MWR patrons and will provide additional income for the MWR marina facility. In the case of NROTC students, they are considered members of Reserve components during periods of "inactive duty training."

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c. Involvement of Minors in Boat Operations. Participation of minors as skippers is not recommended unless a parent submits a specific statement of parental responsibility to the MWR activity for the minor. This statement should be renewed annually, and should be kept on file by the marina manager. A listing of those minors whose responsibility statements are held on file should be available at the marina, and managers should verify parental consent prior to check-out of a boat to a minor. For transient personnel, parents may make on-the-spot statements of responsibility for their children who are otherwise qualified. The following statement should suffice:

"I give permission for my minor child (child's name) to participate in the Recreational Sailing Program at (base). The MWR fund does not provide any liability coverage of the Renter against claims which may arise from the use of the boat and/or equipment. The parent or guardian of the Renter further agrees to defend and indemnify the MWR fund, the United States, the Department of the Navy, its officers, enlisted, and civilian personnel from any and all liabilities and costs of defense for any damages arising in any manner whatsoever incurred in the course of, or in any way incidental to, the rental, use, or operation of the boat, or equipment rented herein arising out of and through any negligent act of omission by the Renter, the Renter's crew, guests, and/or invitees."

d. Marina Operation. The sailing program and MWR marina facility support the objectives of the Navy Sail Training Program. Providing berths for privately-owned boats enables naval personnel to make the significant investments involved in boat ownership, knowing that they will find accommodations for their boats in their transient active duty careers. Expansion of the marina to the limits of local demand is strongly recommended, as berthing/mooring income goes far in supporting the marina and sailing program.

e. Personal Safety Afloat. Coast Guard (USCG) regulations require that a personal floatation device (PFD), often referred to as a life jacket, be aboard every type of watercraft for each person embarked. The USCG regulations do not require wearing the PFDs, but there are certain situations where the safety of the patrons makes it prudent for them to wear a PFD. Examples of those circumstances include the approach or forecast of storm conditions, and in the training environment where each student must learn to wear the PFD correctly, and to perform effectively while wearing one. It is MANDATORY that all trainees wear PFD's while they are training on the water, and, by example, that all instructors wear PFD's while conducting such training. This rule applies whether they are learning

to sail, row, windsurf, operate a small powerboat, or participate in any waterborne activity.

f. Charges. As a general rule, charges for boat rental, storage, or marina berthing should be 25 percent less than that of the average local rate for comparable activities in the civilian community. A reduced rate may be desirable to increase usage during non-peak hours, for training, or for junior sailing programs. In every case, charges for rental should be logically derived in a comprehensive manner, and established to produce the necessary income to pay for boat expenses including maintenance. Charges for sail training also should be kept at a reasonable level consistent with the necessity to pay the instructors (where they are paid employees), or to give USNSA volunteers incentive to continue. A reasonable fee can serve a dual purpose if it is applied to an equipment recapitalization plan. Details on the initiation of a cooperative instruction/equipment replacement plan are available from DONS.

g. Useful Life Expectancies of Boats and Equipment. Like other recreational equipment, boats, cordage, and sails have limited lifetimes. This is particularly true in a rental business, where attractiveness is an important element of success. As a general rule, small centerboard boats have a useful life cycle of 5-7 years; large day sailers, 7-10 years; and cruising-type boats, 6-8 years. Larger, unpowered boats such as Shields sloops have very long life spans. Beyond these time standards, boats require increasing maintenance and will lose attractiveness rapidly with "make-do" maintenance. In some cases, major rehabilitation may extend the lifetime of a boat by half again, but in most cases the labor costs involved override the gain. A sail replacement plan should be an integral part of every sailing program. Sails last about 5 years in normal use and are competitive for about 2 years. Rule of thumb is to use a new sail only for competition in its first 2 years; for general recreational use the next 2 years; and for training use in the final year.

h. Standard Boats. Since easy access to boats for transient active duty personnel is an essential element in the Navy Sailing Program, standard boats have been identified in each of several size ranges. Recreational fleets should consist primarily of these standard boats. Standardization provides advantages in logistics, as well as operation, and parts can be stocked for maintenance and repairs. Local environmental conditions may dictate departure from these standard boats, and in these cases, DONS should be consulted as a technical advisor. In cases of local procurement, DONS can provide current benchmark prices for most types of boats. All purchases must comply with pertinent appropriated and nonappropriated fund procurement regulations. Authorization must be given by BUPERS (Pers-651) for the purchase of any watercraft over 25 feet in length.

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i. Availability of Assistance. The DONS exists to provide technical advice to commands operating or initiating sailing programs. The DONS may be reached at:

DIRECTOR OF NAVY SAILING
NAVSTA/DONS
58 Bennion Road
Annapolis, MD 21402-5054

Telephone: DSN: 281-2130/2341, FAX: 281-4845
Commercial: (410) 267-2130/2341

Message: NAVSTA ANNAPOLIS MD (PASS TO DIRECTOR OF NAVY SAILING) INFO
BUPERS WASHINGTON DC (PERS-651)

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BOAT AND EQUIPMENT RENTAL AGREEMENT

Time Out: _____ Time In: _____ Total Time Use: _____

Location: _____ Date: _____

The boat/equipment listed below is rented upon the conditions shown on the reverse hereof. Renter represents that Renter has read, understands, and agrees with the conditions.

Renter's Name: _____ Status _____
(act, ret, etc)

Duty Address: _____
(Mil/Sponsor)

Home Address: _____

Telephone: (Home) _____ (Work) _____

Crew List 1. _____

2. _____

3. _____

4. _____

5. _____ and no others.

Boat Rented: _____ # _____ with the following

equipment: _____

at the following rental rate: _____

Estimated Return Date: _____

Boat/equipment received in good condition except as noted:

(fill out two copies, renter retains copy)

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The MWR fund of the naval activity listed on the front side of this agreement rents the boat and/or equipment listed herein to the Renter subject to the conditions of this agreement. In consideration, the Renter agrees to the following:

1. The agreement consists of all the conditions on this page and on the front side, whether printed or written.
2. Renter acquires no rights other than the right to use the boat and/or equipment according to this agreement.
3. Renter shall return the boat and/or equipment in the same condition as received, except for ordinary wear, to the location where rented. Renter shall report fully any and all incidents during the period of rental to _____ at: _____.
_____.
(telephone number).
4. Renter agrees to pay to the MWR fund the rental rate established on the front side of this agreement for the boat/equipment.
5. If loss or damage to the boat and/or equipment occurs due to the fault of the Renter, Renter agrees to pay to the MWR fund the amount of such loss or damage, including expenses incurred by the MWR fund to restore the boat and/or equipment to general recreational use.
6. The MWR fund does not provide any liability coverage for the Renter against claims which may arise from the use of the boat and/or equipment. Renter further agrees to defend and indemnify the MWR fund, the United States, the Department of the Navy, its officers, enlisted, and civilian personnel, from any and all liabilities and costs of defense for any damages arising in any manner whatsoever incurred in the course of, or in any way incidental to, the rental, use, or operation of the boat or equipment rented herein, arising out of and through any negligent act or omission by the Renter, the Renter's crew, guests, and/or invitees.
7. Renter represents that he or she is an eligible MWR patron and is age 18 or older or is presently on active duty in the U.S. Armed Forces; or if under age 18, has established parental or sponsored acceptance of responsibility for the acts of a minor or dependent child. Renter further represents that the information provided for identification is true and accurate.

8. Renter represents that Renter is fully qualified and competent to use and operate the boat and/or equipment rented herein, and will ensure a full and complete understanding by Renter's crew, guests, and/or invitees of all safety features and procedures inherent in the use and operation of the boat and equipment rented.

9. Renter has read and fully understands the procedures, rules, and regulations of the MWR fund (marina/watersports center) as locally established, and agrees to fully abide by all such procedures, rules, and regulations.

10. Renter agrees that regardless of any verbal agreements or promises, absolutely no additions, modifications, deletions, or amendments to this rental contract shall have any effect whatsoever unless specifically included herein in writing and signed by the parties thereto.

(Renter) Date: _____

(Sponsor or Parent if under age 18) Date: _____

(MWR Fund Representative) Date: _____

BOAT MOORING AND STORAGE AGREEMENT

This agreement, made on this _____ day of _____
19____, by and between _____, by and through its
(Marina Name)
officers and agents, hereinafter referred to as Lessor and
_____ hereinafter referred to as Lessee.
(patron's name)

WITNESSETH:

LESSEE requests permission to _____,
store/moor

his or her boat at the _____ Marina
(command name)

of Lessor, and Lessor agrees to grant said permission to
lessee.

In consideration of the mutual promises contained herein,
the parties agree as follows:

1. This agreement shall commence on _____, 19____,
and shall terminate on _____, 19____.

2. Lessor hereby agrees to rent to Lessee _____
space #, slip #,

_____ and the use of the facilities of the
buoy #, etc.

_____ Marina for Lessee's
(command name)

boat, boat and trailer

3. Lessee agrees to pay to Lessor the sum of \$_____ per
month, in the form of rent. Said payment of rent is to commence on
the _____ day of _____, 19____, and is to be payable on the
_____ day of each month thereafter.

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OWNER: _____

ADDRESS: _____

TELEPHONE: (H) _____ (W) _____

MAKE: _____ TYPE: _____ COLOR: _____

NAME OF BOAT: _____ DRAFT: _____

STATE OF BOAT LICENSING: _____ BOAT NUMBER: _____

STATE OF TRAILER LICENSE: _____ TRAILER NUMBER: _____

4. This agreement shall apply jointly and severally to all owners of the specific boat named herein. Notice to one owner herein shall constitute notice to all owners herein for all purposes whatsoever.

5. Lessee hereby agrees that this agreement is, and shall be, valid only for the specific boat described above. This agreement cannot be transferred, sold, conveyed, demised, bequeathed, or otherwise disposed of, or encumbered in any manner whatsoever. Any agreement to the contrary is, and shall be, totally null and void. If Lessee sells, transfers or conveys title to the boat described above, Lessee hereby agrees to inform Lessor. Lessee further agrees that prior to the effective date of such sale, transfer, or conveyance of boat title, Lessee will remove the boat from the Marina and the cost of which shall be the sole obligation of Lessee.

6. This agreement can be terminated at any time, with no cause given by the Lessor. Such termination shall be effective on the date that written notice is placed in the United States mail, addressed to the boat owner(s) listed within this agreement. All agreements and covenants applicable to any release of liability, or indemnification for liability, shall remain in full force and effect (even though by the terms herein, this storage agreement shall have terminated or expired) until such time as the specific boat described herein has been removed from the limits of the Marina or other designated naval property.

7. The Lessee hereby agrees to indemnify and hold harmless the United States, the Department of the Navy, its officers, enlisted, and civilian personnel from any liability in the leasing of the mooring or storage facilities and use of any mooring or storage facility equipment.

8. Lessee further agrees to strictly follow the terms and conditions of this agreement and the rules and regulations of the

_____ Marina, which are
(Command)

incorporated by reference as though fully set forth herein. Lessee further understands that any violation on the part of Lessee, his or her agents, guests, and/or invitees, representatives, successors, heirs, executors, or assigns may constitute grounds for immediate termination of this agreement, at the option of the Lessor.

9. Lessee hereby agrees that in the case of a natural disaster such as a hurricane or typhoon, Lessee's boat may be removed and relocated as circumstances dictate.

10. By execution of the foregoing agreement, the parties hereto certify, by their hands and seals affixed hereto, that each party hereto has been provided a copy of the foregoing agreement and advised to SPECIFICALLY READ ALL THE ITEMS HEREOF AND SEEK COMPETENT LEGAL ADVICE BEFORE EXECUTION OF THIS AGREEMENT.

DATE _____ OWNER _____ (L.S.)

DATE _____ OWNER _____ (L.S.)

DATE _____

BY DIRECTION

AGREEMENT FOR SERVICES OF
VOLUNTEER SAILING INSTRUCTOR

This agreement made on this _____ day of _____
19____, by and between Commanding Officer, _____,
(command name)
MWR Activity, hereinafter referred to as Activity, and _____,
_____, hereinafter referred to as
(instructors's name)
Volunteer.

WITNESSETH:

WHEREAS, Volunteer intends to donate his or her services to
Activity at the Navy sailing facilities at:

(command)

and Activity intends to accept the donation of said services at
said facilities.

NOW THEREFORE, in consideration of the mutual promises herein set
forth, the parties hereto agree as follows:

1. Volunteer hereby agrees to donate his or her services to
Activity in the capacity of a Sailing Instructor. Said services shall
include, but not be limited to, the following: (e.g., instructing and
qualifying various military personnel and authorized dependents in the
use, care, and maintenance of various sailboats. Specifically, list
the various sailboats for which the Volunteer will provide
instruction, and list any other duties the Volunteer is to
specifically perform.)

2. It is mutually understood that the aforesaid services of
Volunteer shall be donated and that Volunteer shall receive no
compensation from Activity.

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3. Volunteer further understands that Activity is self-insured for liability and that Volunteer is exposed to personal liability by reason of his or her services to Activity.

Commanding Officer (or designated
Representative)

DATE: _____

Volunteer

DATE: _____

SAMPLE